



HISTORIC  
FRANKLIN  
TENNESSEE

ITEM #33  
BOMA  
11/23/2010

November 11, 2010

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator  
Kevin E. Comstock, ITS Project Manager  
Eric J. Gardner, P.E., Director of Engineering  
David Parker, P.E., City Engineer

SUBJECT: Utility Relocation of City of Franklin's Fiber Optic Network for the Mack Hatcher NE Widening Project.

**Purpose**

The purpose of this memo is to provide information to the Capital Investment Committee and Board of Mayor and Aldermen (BOMA) regarding the status of the Utility Relocation of the City of Franklin's Fiber Optic Network in conjunction with the Mack Hatcher NE Widening project.

**Background**

The City of Franklin, in working with the Tennessee Department of Transportation (TDOT) has been solicited into providing an estimate to relocate the City's fiber optic network. It is currently installed along Mack Hatcher Memorial Parkway (SR 397) with crossings at Murfreesboro Rd. (SR 96 E), Liberty Pike and Franklin Rd. (SR 6/US 31). The work TDOT proposes necessitates the relocation of the fiber at these crossings and payment to the City to perform or contract the work.

The City of Franklin proposes to perform the design of the relocation "in-house" and to solicit competitive bids to perform the construction work required.

**Financial Impact**

The total estimated cost of the relocation work is estimated at \$87,453.14. Construction costs are estimated at \$77,386.40 and the remaining \$10,066.74 for engineering. These costs are 100% reimbursable from TDOT under this project.

**Recommendation**

Staff recommends approval of the initial expenditure and reimbursement through appropriate TDOT process.



54-5-804 Move Prior

STP-397(7) / 94092-2223-14

Contract No. 7650

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## UTILITY RELOCATION CONTRACT

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THIS CONTRACT made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Franklin (Fiber Optics)**, hereinafter called the "Utility".

### WITNESSETH:

WHEREAS, TDOT plans to construct PIN Number **010202.00, Mack Hatcher Parkway East From SR-96 East of Franklin to SR-6 (US-31) North of Franklin**, located in **Williamson County**, Tennessee (hereinafter called the "Project"), and for said Project to be constructed it will be necessary for the Utility to relocate certain of its facilities, **100** percent of which are located on public highway right-of-way and **0** percent of which are located on private utility right-of-way; and

WHEREAS, TDOT is liable for the relocation of utility facilities located on private utility right-of-way and is authorized, in accordance with TCA 54-5-804, to reimburse the Utility for the relocation of utility facilities located on public highway right-of-way but is not liable for any utility betterment costs; and

WHEREAS, in accordance with TDOT policy, the reimbursement of actual allowable costs for relocating utility facilities on public highway right-of-way for municipally owned utilities, Utility Districts, or Utility Cooperatives, as defined in TDOT's Policy #340-07, shall be capped at a maximum reimbursement of \$1,750,000, and for all other utilities the reimbursement shall be limited to 75% of actual allowable costs up to a maximum reimbursement cap of \$1,750,000.

WHEREAS, the Utility has furnished TDOT with an estimate and plans showing the cost and manner of relocating these facilities, including engineering, which estimate is in the amount of **\$88,470.14**, and of which **0** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **100** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, and said estimate includes the amount of **\$11,083.74** for the cost of engineering and the amount of **\$0.00** for the cost of inspection provided by the Utility; and

WHEREAS, the parties want to enter into agreement to provide for the relocation of said facilities;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. (a) The Utility shall relocate its facilities in accordance with the estimate of cost, schedule of work and plan as approved by TDOT, incorporated herein by reference, and as otherwise contemplated by this Contract. The approved estimate of cost and schedule of work are attached hereto as Exhibit "A". Notwithstanding anything in the schedule of work (Exhibit "A") to the contrary, the Utility shall complete this relocation prior to the date: **October 5, 2011**. Failure to complete the relocation prior to this date will be considered a material breach of this Contract and subject the Utility to the forfeiture of any reimbursement for the relocation of utility facilities located on public highway right-of-way.
  - (b) Any change in the approved estimate of cost, schedule of work or plan, shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Utility to resolve, if possible, any objections TDOT may have to such requested changes in the Contract.
2. The Utility's relocation work shall comply with the State's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way and 23 CFR 645B, which are incorporated herein by reference. The Utility acknowledges possession of each.
3. (a) The Utility shall acquire all utility rights-of-way outside of the available public highway right-of-way as may be needed to relocate its utility facilities, including any betterment, and the Utility further agrees to acquire these rights-of-way at no cost to TDOT except insofar as TDOT may be liable to reimburse the Utility for the replacement of previously owned private utility rights-of-way as may be provided in a separate contract between the parties. TDOT does not warrant that TDOT will complete the acquisition of the proposed public highway right-of-way prior to the date the Utility relocates its facilities, and the Utility agrees that the unavailability of public highway right-of-way for the utility relocation shall not be an affirmative defense to the Utility's failure to complete the relocation of its facilities by the date specified in paragraph 1 of this Contract.
  - (b) The Utility agrees to transfer to TDOT that portion of the previously owned private utility rights-of-way that is within the Project proposed right-of-way as needed for highway purposes.
4. The Utility agrees to provide engineering, erosion control, traffic control, clearing and grubbing of the proposed construction site, and all survey staking for the purpose of the utility relocation, and the estimated cost thereof is included in the estimate described above.
5. The Utility shall have the responsibility to inspect all items of utility relocation work to be performed by the Utility to ensure that the relocation is completed in accordance with this Contract and all applicable specifications and safety codes. TDOT agrees that it will reimburse the Utility the pro-rata share for the inspection of utility facilities on private utility right-of-way when the utility relocation is completed in accordance with the approved relocation plans prior to the date specified in paragraph 1 of this Contract. The inspection of utility facilities on public highway right-of-way shall be performed at no cost to TDOT.

6. (a) The Utility agrees that it will perform the relocation work provided for in this Contract by one of the following methods (mark the appropriate space and **describe as required**):

- By force account (provided that the Utility is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner)
- By contract awarded to the lowest qualified bidder based on appropriate solicitation
- By use of an existing continuing contract (provided that the costs are reasonable)
- By combination of the above, or otherwise as authorized in 23 CFR § 645.115, **as described below**:

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- (b) Whenever the Utility elects to perform the relocation work by award of a contract, it shall submit the same to TDOT for prior approval. TDOT shall not be required to reimburse the Utility for its obligation under any contract that has not received the advance written approval of TDOT.
  - (c) The Utility agrees that any memoranda or other information concerning the estimated cost of the proposed relocation of the Utility's facilities will not directly or indirectly be released or disclosed to potential bidders except to the extent that the utility may otherwise be required to do so by law.
  - (d) Neither the Utility nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Utility's relocation work to be performed under a contract to be awarded by the Utility. The Utility further agrees that no employee, officer, or agent of the Utility shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Utility's relocation work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform the Utility's relocation work for this Project. Neither the Utility nor any affiliate, subsidiary, employee, officer, or agent of the Utility shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.
  - (e) The Utility must request in writing and receive TDOT's written approval prior to any revision in the method of performing the work. Failure to do so may result in the loss of TDOT participation in the cost of relocation.
7. The Utility agrees to comply with all current, applicable provisions of 23 CFR 645A, which are incorporated herein by reference; provided, however, that provisions for review, approval, authorization and participation by the Federal Highway Administration set forth in 23 CFR 645A shall not apply to the extent that the Project is not a federal-aid project. The Utility acknowledges possession of 23 CFR 645A.

8. Subject to the provisions of this paragraph and as otherwise provided in this Contract, TDOT agrees to reimburse the Utility for the cost of relocating the Utility's facilities in accordance with the approved plan, as follows:
- (a) TDOT shall reimburse the utility for all actual allowable costs of relocating utility facilities on private utility easement, excluding betterment.
  - (b) In accordance with TDOT policy, the reimbursement of the actual allowable costs of relocating utility facilities on public highway right-of-way shall be capped at a maximum reimbursement of \$1,750,000.
  - (c) TDOT shall reimburse the Utility for such direct and indirect costs as are allowable under the current provisions of 23 CFR 645A. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 645A on a federal-aid project shall be ineligible for reimbursement by TDOT on this Project, whether it is or is not a federal-aid project.
  - (d) The Utility shall develop and record relocation costs in a manner consistent with the current provisions of 23 CFR 645.117 as of the effective date of this Contract and as approved by TDOT.
  - (e) Unless a lump-sum payment has been approved by TDOT, the Utility shall submit all requests for payment by invoice, in form and substance acceptable to TDOT, with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Contract to date.
  - (f) The Utility may submit invoices for interim payments during the progress of the work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the total relocation project, as described in Exhibit "A" of this Contract, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
  - (g) TDOT shall, unless it has good faith and reasonable objections to the Utility's invoice for interim payment, use its best efforts to issue payment based on the Utility's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Utility's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Utility so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Utility. All other reimbursable cost items set out in the Utility's invoice shall be paid by TDOT.

- (h) Subject to the Utility's right to bill on an interim basis as described above, the Utility shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one year following the completion of the Utility relocation work in its entirety. Otherwise, any previous payments to the Utility shall be considered final, and the Utility shall be deemed to have waived any claim for additional payments, except as TDOT and Utility may have agreed otherwise in writing before the end of that year.
- (i) The Utility's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
9. TDOT shall have the right to inspect the work and to confirm the financial information made available by the Utility to TDOT in support of the Utility's invoiced amounts. The Utility shall notify TDOT of the date that the first work will be performed in order that adequate inspection can be arranged and proper records kept. Any costs billed by the Utility that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.
10. The Utility agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Contract, the Utility agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
11. The Utility shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Utility, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years after final payment has been received by the Utility and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the Comptroller of the Treasury, or their duly appointed representatives during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
12. This Contract is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Contract upon written notice to the Utility. Said termination shall not be deemed a breach of Contract by TDOT. Upon receipt of the written notice, the Utility shall cease all work associated with the Contract, except as may be reasonably necessary to return the Utility's facilities to safe operation. Should such an event occur, the Utility shall be entitled to compensation for all costs of relocation reimbursable under 23 CFR 645A (in accordance with paragraph 8(a) of this Contract) for work completed as of the termination date or in accordance with this provision. Upon such termination, the Utility shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
13. The Utility agrees to indemnify and hold harmless TDOT as well as its employees, officers and agents from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which

may be injured or damaged as a result of acts, omissions, or negligence on the part of the Utility, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the Utility's relocation work relating to this Contract. The Utility further agrees it shall be liable for the reasonable cost of attorneys for TDOT in the event such services are necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Utility to TDOT.

In the event of any such suit or claim, the Utility shall give TDOT immediate notice thereof and shall provide all assistance required by TDOT in TDOT's defense. TDOT shall give the Utility written notice of any such claim or suit, and the Utility shall have full right and obligation to conduct the Utility's own defense thereof. Nothing contained herein shall be deemed to accord to the Utility, through its attorney(s), the right to represent TDOT in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

14. TDOT shall have no liability except as specifically provided in this Contract.
15. This Contract may be modified only by a written amendment executed by the parties hereto.
16. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Contract shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
17. The Utility hereby agrees, that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Utility on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Utility shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
18. The Utility shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility agrees that failure of the Utility to comply with this provision may subject the Utility to the repayment of all State funds expended under this Contract.
19. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Time is of the essence of this Contract.
20. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Utility acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
21. If any terms, covenants, conditions or provisions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
22. TDOT and the Utility agree that any notice provided for in this Contract or concerning this Contract shall be in writing and shall be made by personal delivery, by certified mail

(return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation  
Attention: Richard Bobbo, State Utility Coordinator  
Suite 600, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0329  
Facsimile Number: (615) 532-1548

With a copy if requested by TDOT to:

John H. Reinbold, General Counsel  
Suite 300, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0326  
Facsimile Number: (615) 532-5988

To the Utility:

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

With a copy if requested by Utility to:

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this agreement.

UTILITY

**City of Franklin (Fiber Optics)**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Gerald F. Nicely  
Commissioner

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
John H. Reinbold  
General Counsel



# Utility Relocation Estimate

## Summary of Project Cost (Attach Utility Detailed Worksheets)

Project No: 94092-2223-14

County: Williamson

Date: 7/6/2010

**\*\*Submittal and completion of this form is required for consideration of reimbursement on this project.\*\***

Contact Name (1): Eric Gardner ✓  
 E-mail: ericg@franklntn.gov Phone: 615-791-3218  
 Contact Name (2): Paul Holzen  
 E-mail: paul.holzen@franklntn.gov Phone: 615-791-3218  
 Utility Name: City of Franklin  
 Address: 108 3rd Ave South  
 City, State: Franklin, TN Zip: 37084  
 Percent On Private: 0% Private ROW - # Main Poles/Length facility: 0  
 Percent On Public: 100% Public ROW - # Main Poles/Length facility: 0  
 Total Percentage: 100% Total Number of poles/Length of facility: 0

**TDOT Use ONLY**

RG Approval and Date:  
Jim Grickard 9/9/10

HQ Approval and Date:  
Michael Haral 9/10/10

CHBS #/IN: 101202.00  
 LET# 15111 Contract #: 7650

(If project does not qualify for Chapter 88 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

**NO COST / NO REIMBURSEMENT (STOP HERE. REMAINDER OF FORM IS NOT REQUIRED)**

UTILITY REQUESTS  Chapter 88 MOVE PRIOR  % Public / Private Utility Relocation  
 REIMBURSEMENT:  Chapter 88 MOVE IN  % Public / Private MOVE IN State Contract  
 (Please check ONE)  Utility Replacement Easement Reimbursement

### A: Labor

1) Construction Labor (In House) + (Contract) + (Overhead) (From Pg 3.1)	Ref Page:	\$	61,591.40
2) Preconstruction Engineering (In House)+(Consultant)+(Overhead)(From Pg 3.1)	Ref Page:	\$	6,394.78
3) Construction Engineering (In House) + (Consultant) + (Overhead) (From Pg 3.1)	Ref Page:	\$	4,188.96
4) Other Expenses (Transportation, Lodging, Meals, Printing, etc.) (From Pg 3.1)	Ref Page:	\$	500.00
5) Easement Acquisition Expenses (From Pg 3.1)	Ref Page:	\$	-
6) Inspection (From Pg 3.1)	Ref Page:	\$	-
Public = \$ <u>1,017.00</u>		Private =	\$ -
<b>Total A</b>			<b>\$ 72,675.14</b>

### B: Materials & Supply

1) Subtotal Material to Install (From Pg 4.1)	Ref Page:	\$	-
2) Note only: Material provided to State Contractor (Pg 4.1)	Ref Page:	\$	-
<b>Less: Salvage (Estimated Values only - Final bill will include actual salvage values)</b>			
1.1 Subtotal Material Recovered/Salvaged (From Pg 5.1)	Ref Page:	\$	-
1.2 Subtotal Non-Usable (junked) (From Pg 5.1)	Ref Page:	\$	-
Total Material Recovered/Salvaged/Junked			\$ -
<b>Net Material Cost</b>			<b>Total B</b>
			<b>\$ -</b>

### C: Site Cost

1) Clearing and Grubbing (From Pg 6.1)	Ref Page:	\$	1,000.00
2) Traffic Control (From Pg 6.1)	Ref Page:	\$	13,750.00
3) Erosion Control (From Pg 6.1)	Ref Page:	\$	1,045.00
<b>Total C</b>			<b>\$ 15,795.00</b>

Not Required if utility chooses MOVE IN Contract

**Total Cost D = (A+B+C) \$ 88,470.14**

### E: Less: Betterment

1) Betterment - Labor Installation & Removal (From Page 5.1 & 4.1)	Ref Page:	\$	-
2) Betterment - Materials (From Page 4.1)	Ref Page:	\$	-
<b>Total Betterment</b>			<b>Total E</b>
			<b>\$ -</b>

<b>Amount Due to Utility Chapter 86</b>	<b>Total I</b>	<b>\$ 88,470.14</b>
<b>Amount Due to Utility Non-Chapter 86</b>	F x Private %*	0.00% = \$ -
<b>Amount Move In Contract</b>	Utility Deposit	\$ -

\* Inspection cost for Private is added after the percentage is applied.  
The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

**EXHIBIT "A"**



# Declaration of Scheduled Calendar Days

RECEIVED

SEP 10 2010

RIGHT OF WAY

**Project Number:** STATE PROJ. NO 94092-2223-14

**Description:** S.R.397 Mack Hatcher Parkway

**County:** Williamson Conty

**Date:** 7/6/2010

**Utility:** COF Fiber Optics

**Address:** 109 Third Avenue South

**City:** Franklin

**State:** TN

**Zip:** 37064

**Phone Number:** 615-791-3218

**Fax Number:** 615-791-3293

**Type of Facilities:** Water  Sewer  Gas  Telephone  Electric  CATV  FOC  Other \_\_\_\_\_

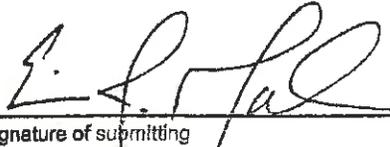
**Required Period services cannot be interrupted:** \_\_\_\_\_

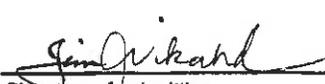
All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

Task	Days to Complete	Special Conditions
Stock Pile Material (including ordering material)	14	
Mobilize Work Force (including Bidding process if Required)	60	1
Complete Relocation	90	
<b>Total Days To Complete</b>	<b>164</b>	

**Special Conditions:**

1) City of Franklin will require competitive bids, anticipated 60 days to request proposals, receive bids and award contract

 7/23/10  
Signature of submitting Utility Representative Date

 9/9/10  
Signature of submitting State Representative Date

**Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.**

 **Exhibit "A"**  
APPROVED 09/23/2010



# Declaration of Scheduled Calendar Days

Project Number: STATE PROJ. NO 94092-2223-14

Description: S.R.397 Mack Hatcher Parkway

County: Williamson Conty

Date: 7/6/2010

Utility: COF Fiber Optics

Address: 109 Third Avenue South

City: Franklin State: TN Zip: 37064

Phone Number: 615-791-3218 Fax Number: 615-791-3293

Type of Facilities: Water  Sewer  Gas  Telephone  Electric  CATV  FOC   
Other \_\_\_\_\_

Required Period services cannot be interrupted: \_\_\_\_\_

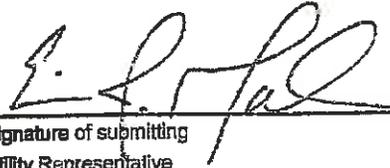
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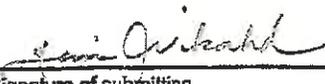
Task	Days to Complete	Special Conditions
Stock Pile Material (Including ordering material)	14	
Mobilize Work Force (including Bidding process if Required)	60	1
Complete Relocation	90	
Total Days To Complete	164	

### Special Conditions:

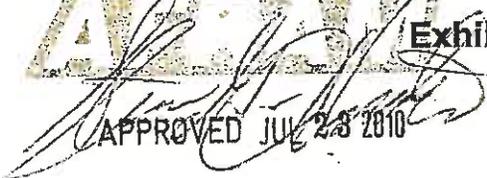
1) City of Franklin will require competitive bids, anticipated 60 days to request proposals, receive bids and award contract

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Signature of submitting Utility Representative \_\_\_\_\_  
Date 7/23/10

  
Signature of submitting State Representative \_\_\_\_\_  
Date 9/9/10

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

  
**Exhibit "A"**  
  
APPROVED JUL 23 2010

## **TDOT Utility Office Maintenance of Traffic Procedures.**

Except in emergencies, no lane closures will be permitted on any state routes with 30,000 or greater Average Daily traffic or any Interstate routes, without the explicit consent of the TDOT Project Engineer. On projects where work is required in traffic lane(s) or where a lane closure is necessary for public safety, the Utility must submit a request to the Department at least seven (7) working days prior to the date of the anticipated lane closure(s). All requests for lane closure(s) must list the exact location, the time that the closure will begin, the estimated duration and reasons for the proposed lane closure(s).

If all lanes in one or both directions on an interstate route are to be closed for any length of time, the Utility must submit their request at least fourteen (14) calendar days before the anticipated event.

No lane closures or traffic restrictions will be allowed on the following days

### **Good Friday**

#### **Easter**

After 6:00 pm on the Thursday preceding Good Friday through and including Easter Sunday

#### **Memorial Day**

After 12:00 noon on the preceding Friday through Memorial Day

#### **July 4**

The observed holiday and preceding day plus weekend days either preceding or following these two days

#### **Labor Day**

After 12:00 noon on the preceding Friday through Labor Day

#### **Thanksgiving**

After 12:00 noon on Wednesday before Thanksgiving through Sunday following Thanksgiving

#### **Christmas/New year's Day**

December 24 through January 1 and any preceding and/or following days that fall on a weekend

Offroad work will be allowed but only to the extent that NO impact will be caused to the highway users.

During any suspension of work, the Utility shall make passable and shall open to traffic such portions of the project and temporary roadways or portions thereof as may be directed by the TDOT Project Engineer for the temporary accommodation of necessary traffic during the anticipated period of suspension. Thereafter, and until issuance of an order for the resumption of construction operations, the maintenance of the temporary route or line of travel will be by the Utility. When work is resumed, the Utility will replace or renew any work or materials lost or damaged because of such temporary use of the project; shall remove, to the extent directed by the TDOT Project Engineer, any work or materials used in the temporary maintenance, and shall complete the project in every respect as though its prosecution had been continuous.



# Estimate of Engineering Cost

(Attach Scope of Work for Project)

1. Project No.: 94082-2223-14 County: Williamson

2. Utility Name & Address: City of Franklin  
108 Third Ave. South  
Franklin, TN 37084

3. Consultant Name & Address: N/A

Standard Consultant Contract

Continuing Contract Agreement  
 Attach copy of Continuing Contract for TDOT verification.

Rate Schedule for Engineer		i. Pre-Construction		ii. Construction	
Classification	Rate/Hr	Hours	Total	Hours	Total
Principal	\$ 52.01	2	\$ 104.02		\$ -
Project Manager	\$ 47.11	16	\$ 753.76	16	\$ 753.76
Design Engineer	\$ 35.03	100	\$ 3,503.00	40	\$ 1,401.20
Project Engineer	\$ 31.74		\$ -		\$ -
Senior Designer	\$ 28.76		\$ -		\$ -
Designer	\$ 23.16		\$ -		\$ -
Tech / Drafter	\$ 19.37		\$ -		\$ -
Clerk	\$ 17.55		\$ -		\$ -
Traffic Engineer	\$ 38.67		\$ -		\$ -
ITS Project Manag	\$ 26.05	40	\$ 1,042.00	40	\$ 1,042.00
ITS Specialist Sr.	\$ 24.80	40	\$ 992.00	40	\$ 992.00

**Subtotal Engineers =** 198 **\$ 6,394.78** 136 **\$ 4,188.96**

Surveyor	\$ -		\$ -		\$ -
Rod Person	\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -

**Subtotal Surveying =** 0 **\$ -** 0 **\$ -**

**Subtotal Engineering** 198 **\$ 6,394.78** 136 **\$ 4,188.96**

Inspector	\$ -		\$ -		\$ -
Testing	\$ -		\$ -		\$ -
ITS Project Manag	\$ 28.05		\$ -	20	\$ 521.00
ITS Specialist Sr.	\$ 24.80		\$ -	20	\$ 496.00
	\$ -		\$ -		\$ -

**Subtotal Inspection** 40 **\$ 1,017.00**

	Cost/Unit	Pre-Construction		Construction		Inspection	
		Quantity	Total	Quantity	Total	Quantity	Total
Transport/Mile	\$ 0.46 X		\$ -		\$ -		\$ -
Meals / Day	\$ - X		\$ -		\$ -		\$ -
Lodging / Day	\$ - X		\$ -		\$ -		\$ -
Phone			\$ 500		\$ -		\$ -
Print			\$ -		\$ -		\$ -
Other:			\$ -		\$ -		\$ -
Other:			\$ -		\$ -		\$ -
<b>Subtotal</b>			<b>\$ 500</b>		<b>\$ -</b>		<b>\$ -</b>

Indirect/Overhead Expenses IV. (not to exceed 145% of I)	Pre-Construction	Construction	Inspection
<b>Indirect / Overhead Rate:</b>	<b>0.00%</b> <b>\$ -</b>	<b>0.00%</b> <b>\$ -</b>	<b>0.00%</b> <b>\$ -</b>

(These expenses only apply to Consultant Engineering Services without a Continuing Contract agreement with the Utility)

Profit: (2.35 X (I+II) X allowable rate)	Pre-Construction	Construction	Inspection
<b>Allowable Rate:</b>	<b>0.00%</b> <b>\$ -</b>	<b>0.00%</b> <b>\$ -</b>	<b>0.00%</b> <b>\$ -</b>

(These expenses only apply for Consultant Engineering Services w/out a Continuing Contract agreement w/Utility)

**TOTAL ENGINEERING COST:** Consultant: (I+II+III+IV+V) = **\$ -** Continuing Contract: (I+II+III) = **\$ -** **TOTAL INSPECTION COST:** **\$ 1,017.00**

**APPROVED**  
*[Signature]*  
 APPROVED JUL 23 2010



**Utility Relocation Estimate**  
**Summary of Project Cost**  
 (Attach Utility Detailed Worksheets)

Project No: 94092-2223-14

County: Williamson

Date: 7/6/2010

*\*Submittal and completion of this form is required for consideration of reimbursement on this project.\*\**

**Contact Name (1):** Eric Gardner  
**E-mail:** erlog@franklin.tn.gov **Phone:** 615-791-3218  
**Contact Name (2):** Paul Holzen  
**E-mail:** paul.holzen@franklin.tn.gov **Phone:** 615-791-3218  
**Utility Name:** City of Franklin  
**Address:** 109 Third Ave South  
**City, State:** Franklin, TN **Zip:** 37064  
**Percent On Private:** 0% **Private ROW - # Main Poles/Length facility:** 0  
**Percent On Public:** 100% **Public ROW - # Main Poles/Length facility:** 0  
**Total Percentage:** 100% **Total Number of poles/Length of facility:** 0

TDOT Use ONLY	
RG Approval and Date:	<i>Jim Givens</i> 9/9/10
HQ Approval and Date:	
CHRG Y / N	Path:
LET: / /	Contract #:

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

**NO COST / NO REIMBURSEMENT** (STOP HERE. REMAINDER OF FORM IS NOT REQUIRED)

**UTILITY REQUESTS:**  Chapter 86 MOVE PRIOR  % Public / Private Utility Relocation  
**REIMBURSEMENT:**  Chapter 86 MOVE IN  % Public / Private MOVE IN State Contract  
 (Please check ONE)   Utility Replacement Easement Reimbursement

**A. Labor**

1) Construction Labor (In House) + (Contract) + (Overhead) (From Pg 3.1)	Ref Page:	\$	61,591.40
2) Preconstruction Engineering (In House)+(Consultant)+(Overhead)(From Pg 3.1)	Ref Page:	\$	6,394.78
3) Construction Engineering (In House) + (Consultant) + (Overhead) (From Pg 3.1)	Ref Page:	\$	4,188.96
4) Other Expenses (Transportation, Lodging, Meals, Printing, etc.) (From Pg 3.1)	Ref Page:	\$	500.00
5) Easement Acquisition Expenses (From Pg 3.1)	Ref Page:	\$	-
6) Inspection (From Pg 3.1)	Ref Page:	\$	-
Public = \$ 1,017.00	Ref Page:		
Private = \$ -			
<b>Total A</b>		\$	<b>72,675.14</b>

**B. Materials & Supply**

1) Subtotal Material to Install (From Pg 4.1)	Ref Page:	\$	-
2) Note only: Material provided to State Contractor (Pg 4.1)	Ref Page:	\$	-
<b>Less: Salvage</b> (Estimated Values only. Final bill will include actual salvage values.)			
1.1 Subtotal Material Recovered/Salvaged (From Pg 5.1)	Ref Page:	\$	-
1.2 Subtotal Non-Usable (junked) (From Pg 5.1)	Ref Page:	\$	-
Total Material Recovered/Salvaged/Junked		\$	-
<b>Net Material Cost</b>		\$	<b>-</b>
<b>Total B</b>		\$	<b>-</b>

**C. Site Cost**

1) Clearing and Grubbing (From Pg 6.1)	Ref Page:	\$	1,000.00
2) Traffic Control (From Pg 6.1)	Ref Page:	\$	13,750.00
3) Erosion Control (From Pg 6.1)	Ref Page:	\$	1,045.00
<b>Total C</b>		\$	<b>15,795.00</b>
<b>Total Cost D = (A+B+C)</b>		\$	<b>88,470.14</b>

**E. Less: Betterment**

1) Betterment - Labor Installation & Removal (From Page 5.1 & 4.1)	Ref Page:	\$	-
2) Betterment - Materials (From Page 4.1)	Ref Page:	\$	-
<b>Total Betterment</b>		\$	<b>-</b>
<b>Total E</b>		\$	<b>-</b>

**Amount Due to Utility Chapter 86**

**Total F = (D-E)** \$ 88,470.14

**Amount Due to Utility Non-Chapter 86**

**F x Private %** 0.00% = \$ -

**Amount Move In Contract**

**Utility Deposit** \$ -

*\* Inspection cost for Private is added after the percentage is applied.  
 The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.*

**EXHIBIT "A"**

*APPROVED*  
 APPROVED JUL 23 2010





